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10 UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

11 CUMIS INSURANCE SOCIETY,
12 INC., a Wisconsin corporation,

13 Plaintiff,

14 vs.

15 GUADALUPE C. GONZALES, an
individual; NORMA JIMENEZ, an
16 individual and DOES 1-20,

17 Defendants.
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Case No. CV08-06659 AHM (JWJx)

[Assigned to the Hon. A. HOWARD
MATZ, Dept./Room 14]

Action Filed: October 9, 2008

**PROTECTIVE ORDER
REGARDING DISCLOSURE OF
CONFIDENTIAL DOCUMENTS
AND INFORMATION**

*[Filed concurrently with Stipulation
regarding Protective Order]*

Trial Date: August 19, 2009

21 *NOTE THE COURT'S CHANGES.*

22 Plaintiff CUMIS INSURANCE SOCIETY, INC., a Wisconsin corporation
23 ("Plaintiff") and Defendant NORMA JIMENEZ, an individual ("Defendant"),
24 (collectively, the "Parties"), by and through their respective counsel of record
25 entered into a stipulation (the "Stipulation"), agreeing to be bound by the terms of
26 following Protective Order regarding disclosure of confidential documents and
27 information.
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The Court hereby approves the Parties' Stipulation, filed concurrently herewith, and issues the following Protective Order:

1. In connection with discovery proceedings in this action, the Parties may designate any document, thing, material, testimony or other information derived therefrom, as "Confidential" under terms of this Stipulated Protective Order (hereinafter "Order"). Confidential information is information which has not been made public and which concerns or relates to the internal policies, processes, operations, type of work, or other internal confidential information, including but not limited to employee and customer information, identification of customers, inventories, amount or source of any income, profits, losses, or expenditures of any persons, firm, partnership, corporation, or other organization, the disclosure of which information may have the effect of causing harm to the competitive position of the person, firm, partnership, corporation, or to the organization from which the information was obtained, as well as other information deemed by the Parties to be of a sensitive nature the disclosure of which information may affect the privacy rights of a party or other persons not parties to this action. By designating a document, thing, material, testimony or other information derived therefrom as "confidential," under the terms of this Order, the party making the designation is certifying to the court that there is a good faith basis both in law and in fact for the designation within the meaning *Federal Rules of Civil Procedure*, Rule 26(g).

2. Confidential documents shall be so designated by stamping copies of the document produced to a party with the legend "CONFIDENTIAL." Stamping the legend "CONFIDENTIAL" on the cover of any multi-page document shall designate all pages of the document as confidential, unless otherwise indicated by the producing party.

3. Testimony taken at a deposition, ~~conference, hearing or trial~~ may be designated as confidential by making a statement to that effect on the record at the deposition, ~~or other proceeding~~. Arrangements shall be made with the court reporter

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1 taking and transcribing such proceeding to separately bind such portions of the
2 transcript containing information designated as confidential, and to label such
3 portions appropriately.

4 4. Material designated as confidential under this Order, the information
5 contained therein, and any summaries, copies, abstracts, or other documents derived
6 in whole or in part from material designated as confidential (hereinafter
7 "Confidential Material") shall be used only for the purpose of the prosecution,
8 defense, or settlement of this action, and for no other purpose.

9 5. Confidential Material produced pursuant to this Order may be disclosed
10 or made available only to the Court, to counsel for a party (including the paralegal,
11 clerical, and secretarial staff employed by such counsel), and to the "qualified
12 persons" designated below:

13 (a) counsel of record in the action and persons regularly employed in the
14 offices of such counsel;

15 (b) the Parties, their affiliates, officers and directors;

16 (c) any non-party who is deposed in the action, but only for and during such
17 non-party's deposition and at no other time;

18 (d) any expert or consultant that any of the Parties retain to assist them in the
19 action (including to testify at a deposition, hearing or trial in the litigation), to the
20 extent such Confidential Materials are necessary for the experts or consultants in
21 rendering their advice or opinions;

22 (e) witnesses or deponents and their counsel, during the course of and, to the
23 extent necessary, in preparation for and during the taking of depositions or
24 testimony in the action, solely for the purpose of their preparation for or
25 participation in such depositions or testimony; and

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(f) litigation support services, including outside copying services, court reporters, stenographers or companies engaged in the business of supporting litigation discovery or trial preparation, retained by a party or its counsel for the purpose of assisting that party in the litigation.

Prior to receiving any Confidential Material, counsel shall inform each person to who documents containing the Confidential Material are to be disclosed of the terms of this Order, and such persons must agree in advance in writing to be bound by the terms hereof, unless disclosure is required under any court order.

6. Depositions shall be taken only in the presence of qualified persons.

7. Nothing herein shall impose any restrictions on the use or disclosure by a party of material obtained by such party independent of discovery in this action, whether or not such material is also obtained through discovery in this action, or from disclosing its own Confidential Material as it deems appropriate.

8. In the event that any Confidential Material is used in any court proceeding in this action, ~~it shall not lose its confidential status through such use,~~ *the Court shall determine whether the Material* and the party using such shall take all reasonable steps to maintain its confidentiality during such use.

9. This Order shall be without prejudice to the right of the Parties (i) to bring before the Court at any time the question of whether any particular document or information is confidential or whether its use should be restricted or (ii) to present a motion to the Court under *Federal Rules of Civil Procedure*, Rule 26(c) for a separate protective order as to any particular document or information, including restrictions differing from those as specified herein. This Order shall not be deemed to prejudice the Parties in any way in any future application for modification of this Order.

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1 10. Inadvertent production of or failure to designate any documents or
2 materials as Confidential Materials shall not be deemed a waiver of the producing
3 Party's claim of confidentiality as to such documents or materials, and the
4 producing Party or non-party may thereafter designate such information as
5 Confidential Materials.

6 11. Stipulating to the terms of this Order and/or producing or receiving
7 Confidential Materials hereunder shall not:

8 (a) prejudice in any way the rights of any Party to object to the
9 production of documents (or any portions thereof) or materials on
10 the basis of burden, relevance, responsiveness, the attorney-client
11 or any other applicable privilege, or the work product doctrine;

12 (b) prejudice in any way the rights of any Party to object to the
13 authenticity or admissibility of any document, testimony or other
14 materials or evidence subject to this Agreement;

15 (c) prejudice in any way the rights of any Party to seek a
16 determination by the Court whether any Confidential Materials
17 have been properly designated as "Confidential" or for a
18 protective order on the basis of relevance, responsiveness, the
19 attorney-client or any other applicable privilege, or the work
20 product doctrine;

21 (d) prejudice in any way the rights of any Party to petition the Court
22 for a further protective order relating to any purportedly trade
23 secrets, personal, medical, health or financial data, unpublished
24 financial data, proprietary or other confidential, private or
25 sensitive information of a non-public nature; or

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(e) prevent the Parties to this Agreement from agreeing in writing to thereafter alter or waive the provisions or protections provided for herein with respect to any particular Confidential Materials or any information contained therein.

12. If documents or information subject to a claim of attorney-client privilege, attorney work product, or any other ground on which production of such information should not be made to any Party is nevertheless inadvertently produced to such Party, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of privilege, work product, or other ground for withholding production to which the producing Party would otherwise be entitled (collectively, a "privilege"). If a claim of inadvertent production is made pursuant to this paragraph with respect to information then in the custody of the receiving Party, the receiving party shall promptly return to the producing Party those documents and information (or the portion thereof) as to which the claim of inadvertent production has been made, including any copies that are not destroyed, and the receiving Party shall not use such information for any purpose until the Court issues an order concerning the producing Party's claim that the documents were inadvertently produced. The Party returning such documents or information may subsequently move the Court for an order compelling production of the documents or information, but any such motion shall not assert as a ground for entering such an order the fact or circumstances of the inadvertent production, unless the moving party asserts that there was no valid basis for withholding production of the documents or information.

13. This Order shall be binding on the Parties whose attorneys have signed below. If additional parties want access to Confidential Material and agree to be bound by the terms of this Order, they may file with the Court an "Agreement to be

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1 Bound by Stipulated Protective Order" using the form designated as Exhibit "A" and
 2 attached hereto, in which event they will be deemed to be a party to this Order for
 3 all purposes as of the date said "Agreement to be Bound by Stipulated Protective
 4 Order" is signed.

5 14. This Order shall survive the final termination of this action, to the
 6 extent that the information contained in Confidential Material is not or does not
 7 become known to the public, and the Court shall retain jurisdiction to resolve any
 8 ~~dispute concerning the use of information disclosed hereunder.~~ Upon termination of
 9 this case, counsel for the Parties shall assemble and return to each other all
 10 documents, material and deposition transcripts designated as confidential and all
 11 copies of same, or shall certify the destruction thereof.

12 **IT IS SO ORDERED.**

13 DATED: February 27, 2009

NOTE THE COURT'S
CHANGES.

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 15 THE HONORABLE JEFFREY W. JOHNSON
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19 *wj* The Court and its personnel shall not be subject
 20 to the provisions of this Protective Order. *wj*
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EXHIBIT "A"

AGREEMENT TO BE BOUND BY STIPULATED PROTECTIVE ORDER

I, _____, acknowledge that:

(1) I have received a copy of the **STIPULATED PROTECTIVE ORDER REGARDING DISCLOSURE OF CONFIDENTIAL DOCUMENTS AND INFORMATION** ("Stipulated Protective Order") entered in the action entitled *CUMIS Insurance Society, Inc. v. Guadalupe C. Gonzales, Norma Jiminez, and Does 1 through 20, inclusive*, United States District Court, Central District of California, Western Division, Case No. CV08-06659 AHM (JWJx);

(2) I have read the Stipulated Protective Order;

(3) I understand the terms, conditions, and restrictions imposed by the Stipulated Protective Order;

(4) I understand that the Stipulated Protective Order prohibits anyone given access to confidential documents, material or information (collectively, "Confidential Material"), as described in the Stipulated Protective Order, from disclosing, exploiting, or using such Confidential Material or other discovery material or deposition testimony in the case for any purpose, or in any manner, not connected with the prosecution or defense of this case; and

(5) I agree to be bound by all of the terms, conditions, and restrictions imposed by the Stipulated Protective Order.

Dated: _____ Print Name: _____
 Occupation: _____
 Employer: _____
 Business Address: _____
 Business Telephone: _____

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 3602 Inland Empire Boulevard C-100, Ontario, California 91764.

On February 19, 2009, I served the following document(s) described as **PROTECTIVE ORDER REGARDING DISCLOSURE OF CONFIDENTIAL DOCUMENTS AND INFORMATION** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Guadalupe C. Gonzales
6452 Glacier Ridge Avenue
Las Vegas, NV 89131

In Pro Per

John P. Goffin, Esq.
John P. Goffin Law Offices
12650 Riverside Drive, Suite 100
North Hollywood, CA 91607
Telephone: (818) 755-4848
Facsimile: (818) 760-2583

Attorney for Norma
Jimenez

BY MAIL: I am "readily familiar" with Anderson, McPharlin & Conners' practice for collecting and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Ontario, California, on that same day following ordinary business practices.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made. Executed on February 19, 2009, at Ontario, California.


Cynthia Fitch

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